

A. G. Contract No. KR93 2287TRN
ECS File: JPA 94-20
JPA File: 93-120
Project: HP&R/P4293 24P
Program: Don't Drive 1 in 5
Promotion Campaign

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 5 November, 1993,
between agencies of the STATE OF ARIZONA, to wit; the
DEPARTMENT OF TRANSPORTATION (the "ADOT") acting by and through
its TRANSPORTATION PLANNING DIRECTOR, and the REGIONAL PUBLIC
TRANSPORTATION AUTHORITY, acting by and through its BOARD OF
DIRECTORS (the "RPTA").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The RPTA is empowered by Arizona Revised Statutes
Section 28-2512, 28-2513 and 28-2611 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the RPTA.

3. The ADOT has direct responsibilities with respect to
air quality and congestion management in the metropolitan areas
of the state, and is a sponsor of the Phoenix Valley-Wide Clean
Air Force. The RPTA has successfully implemented the activities
of the Clean Air Force (the Program) since 1986. This
agreement is to define the terms and responsibilities of each
of the parties relating to continuing the program during state
fiscal year 1994.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18192</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/05/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky V. Greenwood</u>

II. SCOPE

1. The ADOT will:

Provide the RPTA Federal Planning and Research and State funds in the amount of up to \$30,000.00, on a monthly cost reimbursement basis, for activities performed directly relating to the Program during the period 1 October 1993 through 30 September 1994. Retain the option to review and approve any subcontracts and progress/final reports.

2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the Program. Apply funding to Program work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice ADOT for reimbursement no more often than monthly, supported by narrative reports detailing RPTA planning activities, selected dates for promotional events, etc., in a total amount not to exceed \$30,000.00. During September 1994, provide a final report summarizing the then-current Program, significant Program results, FY-94 Program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future Program. Send reports to ADOT, Transit Branch, 206 S. 17th Ave., Mail Drop 340B, Phoenix, AZ 85007.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the ADOT in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the ADOT.

4. This agreement shall become effective upon the obligation of federal funds and filing of this agreement with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007


Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue Suite 700
Phoenix, AZ 85003

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

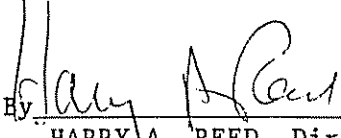
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

REGIONAL PUBLIC
TRANSPORTATION AUTHORITY

By 
G. KENNETH DRIGGS
Executive Director

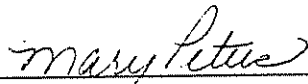
DEPARTMENT OF TRANSPORTATION

By 
HARRY A. REED, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 9th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Regional Transportation Planning Authority (RPTA) for the purpose of defining responsibilities for continuing the Clean Air Campaign "Don't drive one in five" with RPTA.


Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer for Highway Operations.


for LARRY S. BONINE
Director

RESOLUTION

BE IT RESOLVED on this date, 10/21/93, I, G. KENNETH DRIGGS, the below undersigned Executive Director, Regional Public Transportation Authority, hereby determine that it is to the advantage of the Regional Public Transportation Authority acting by and through its Board of Directors, and the State of Arizona acting by and through the Department of Transportation, to enter into an Intergovernmental Agreement for the purpose of defining responsibilities for continuing the Clean Air Force Campaign "Don't Drive One in Five" program.

Date this 21st day of October, 1993.



G. Kenneth Driggs
Executive Director
Regional Public Transportation Authority

ADOT Contract No. JPA 93-120

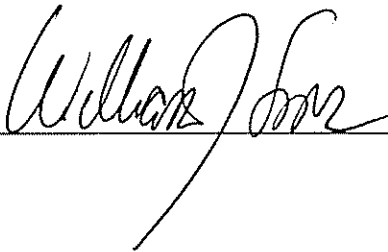
Determination of RPTA Attorney

Pursuant to A.R.S. § 11-952, the foregoing agreement has been submitted to the Regional Public Transportation Authority's legal counsel. The undersigned attorney has determined that the foregoing agreement is in the proper form and is within the powers and authority granted the RPTA under the laws of the State of Arizona.

DATED this 18th day of October, 1993

MEYER, HENDRICKS, VICTOR, OSBORN & MALEDON
A Professional Association
Attorneys for the Regional Public
Transportation Authority

By

A handwritten signature in cursive script, appearing to read "William J. Smith", is written over a horizontal line.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2287-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of November, 1993.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section